

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

RICHARD S. SCHREINER, On Behalf)
of Himself and All Others Similarly)
Situated,)

Case No. 8:07-CV-78

Plaintiff,

Vs.

CREDIT ADVISORS, INC., and)
CREDIT ADVISORS FOUNDATION,)

**STATEMENT OF OBJECTION TO
MAGISTRATE JUDGE'S
RECOMMENDATION OF OCTOBER
2, 2007 ORDER
(ECF Filing No. 34)**

Defendants.

Plaintiff Richard S. Schreiner, pursuant to Local Rule 72.3, hereby appeals the Magistrate Judge's October 2, 2007 Order (ECF Filing No. 34) granting defendants' motion to compel arbitration, stay, and dismiss the plaintiff's claims. The plaintiff and the class he seeks to represent appeal the Order granting defendant's motion compelling arbitration. Plaintiff makes the following objections:

1. Plaintiff objects to the recommendation's finding of fact that the plaintiff had read the contract and did not have any changes. (Doc. No. 34 at p. 5).
2. Plaintiff objects to the recommendation's finding of fact that the plaintiff received the benefit of service provided by Credit Advisors by lowering the interest rate on plaintiff's credit card accounts. (Doc. No. 34 at p. 6).
3. Plaintiff objects to that part of the recommendation which finds that interstate commerce is involved because CA pays creditors outside the state of Nebraska. (Doc. No. 34 at p. 7-8)
4. Plaintiff objects to that part of the recommendation which finds that there is a valid agreement to arbitrate. (Doc. 34 at p. 9 & 19)

5. Plaintiff objects to that part of the recommendation which finds that the dispute falls within the scope of a valid arbitration agreement. (Doc. 34 at p. 14-15 & 19)

6. Plaintiff objects to that part of the recommendation which finds that the arbitration clause is not unconscionable. (Doc. 34 at p. 11-13 & 19)

7. Plaintiff objects to that part of the recommendation which finds that the cost of arbitration is speculative. (Doc. 34 at p. 13-14)

8. Plaintiff objects to that part of the recommendation which finds that the dispute arose from the contract. Notwithstanding the fact that the claims go to defendants' advertising, the parties still entered into an agreement, and harm results therefrom. (Doc. 34 at p. 15 & 19)

9. Plaintiff objects to that part of the recommendation which finds allowing a nonsignatory (Credit Advisors Foundation) to the agreement to compel arbitration. (Doc. 34 at p. 15-16 & 19)

10. Plaintiff objects to that part of the recommendation which finds that CROA claims can be arbitrated. (Doc. 34 at p. 16-19)

11. Plaintiff objects that the recommendation omits any finding that the contract calls for all disputes between the parties to be submitted to mediation.

For the reasons noted above, the magistrate judge's recommendation (Doc. 34) should be reviewed *de novo*, and a different disposition made. Pursuant to the Stipulation of the parties filed herein the plaintiff's brief deadline should be extended for thirty days, until November 14, 2007.

October 15, 2007

Respectfully submitted,
Richard S. Schreiner, Plaintiff,

By: /s/William L. Reinbrecht
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Certificate of Service

I hereby certify that on October 15, 2007, I electronically filed the foregoing with the Clerk of the Court, using the CM/ECF system, which will send notification of such filing to the following:

Patrick Brookhouser
MCGRATH NORTH
FIRST NATIONAL TOWER
1601 Dodge Street, #3700
Omaha, NE 68102

and I certify that I have mailed by United States Postal Service the document to the following non CM/ECF participants: *N/A*

/s/ William L. Reinbrecht
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